



AMERICAN ACADEMY
OF FACIAL ESTHETICS

AMERICAN ACADEMY OF FACIAL ESTHETICS LLC
2120 S. Green Rd.
South Euclid, OH 44121
800 952-0521

Re: AAFE Workshops

Dear Jillian Charles:

This letter agreement sets forth the provisions of our arrangement pursuant to which you will participate as a trainer at certain workshops of the American Academy of Facial Esthetics LLC ("AAFE"), an Ohio limited liability company.

1. **Services.**

- (a) You are being engaged by AAFE under this letter agreement to be a trainer/instructor at AAFE workshops (each, a "Workshop").
- (b) You agree that AAFE may tape (audio and/or video), digitally record, or record on any other appropriate medium each of your training and instruction sessions, and you hereby grant AAFE a non-exclusive, perpetual, worldwide, royalty-free license to incorporate your training and instruction presentations in its recorded study courses (including, without limitation, home study courses conducted and/or available over the Internet) and to replay each recorded presentation during AAFE's live workshops and other live educational events; *provided*, that AAFE shall provide appropriate attribution of authorship to you for each presentation of yours incorporated in a recorded study course or replayed during any live workshop or other live educational event.
- (c) You agree and acknowledge that any and all training manuals and other training materials provided by AAFE for your use at each Workshop belong exclusively to AAFE, shall bear AAFE's copyright notice, and shall be deemed to be confidential information of AAFE subject to Section 9 of this letter agreement. You agree that you will not change or add any information to any and all training materials and will not distribute any additional material without prior approval by AAFE. You acknowledge that you shall not have or acquire by virtue of this letter agreement any right, title, interest, or license in, to, or under any intellectual property rights (including, without limitation, patents, trademarks, and copyrights) that are owned, held, or licensed by AAFE or any of its affiliates.

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- (d) In participating in each Workshop, you will act at all times only as an independent contractor. You agree that you are not an employee, agent, partner, or joint venturer of AAFE or any of its affiliates. You shall not hold yourself out to the public as an employee, agent, partner, or joint venturer of AAFE or any of its affiliates. AAFE will not withhold or pay payroll taxes of any jurisdiction with respect to the compensation payable to you hereunder. You acknowledge that you are not entitled to participate in any benefit plan (including, without limitation, any retirement plan, health insurance plan, or life insurance plan) that AAFE may now or in the future provide to its employees.
2. **Location.** Each Workshop will be held at a location to be determined solely by AAFE.
3. **Compensation.** You are a full time employee of the AAFE and compensation is covered in another agreement.
4. **Expenses.** AAFE agrees to provide you with, or reimburse you for the cost of, 21-day advance purchase economy class air and ground transportation to and from your residence to your home airport and from the destination airport to and from the Workshop. AAFE will also provide you with accommodations for 2 nights at a hotel at or near the location of the Workshop, unless the event takes place within one hour of your residence. If you drive to the event with your personal car, AAFE will pay you 57.5 cents per mile to and from the event, which will include gasoline. Meal expenses will be reimbursed up to a maximum of \$60 per Workshop day. Trainers are expected to make reasonable selections when ordering meals. Reimbursement claims for food and any other covered expenses require receipts. Notwithstanding the foregoing, meal expenses incurred in the city or town in which the residence or primary work location of the trainer is located are not reimbursable. No reimbursement will be made for alcoholic beverages. Meal expenses will be reimbursed only if submitted on the expense sheet with an accompanying receipt. This meal expense policy will be reviewed periodically and may be changed at the discretion of AAFE. You agree to use the expense report sheet provided by AAFE in accounting for your expenses. Airline expenses need to be pre-approved by AAFE before you purchase the airline ticket. The expense report should be submitted to AAFE to the attention of David Malcmacher at david@FacialEsthetics.org or such other person as may be designated by AAFE from time to time.
5. **Publicity.** You agree to provide AAFE with a curriculum vitae and such other information about you as may be appropriate. AAFE will use this information to publicize the Workshops at its discretion.
6. **Other Workshops, Etc.** You agree that, for so long as you are engaged as an administrator, trainer or instructor by AAFE during the period commencing three (3) months prior, and ending sixty (60) months after, the date of a Workshop, you shall not, without the prior written consent of AAFE (which may be granted or withheld in its sole and absolute discretion) participate, directly or indirectly, as an administrator, trainer, instructor, speaker, partner/owner of a company, or presenter at any non-AAFE

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workshop, seminar, meeting, private individual course, private in-office training, or any other in-office, educational or professional event held within the United States or Canada at which training, instruction, presentations, or other professional guidance or education is provided on any one or more of the following topics including but not limited to: medical and dental facial aesthetics, sclerotherapy and mesotherapy, Botox and botulinum toxin treatments, dermal fillers, PDO Threads, Platelet Rich Plasma, Platelet Rich Fibrin, Kybella, Sculptra, skin peel treatments, laser and IPL skin treatments, medical and dental facial pain therapeutics including but not limited to headaches and migraines, medical and dental TMJ syndrome, orofacial pain, myofascial pain therapy diagnosis and treatment, laser therapeutic treatments, dental sleep medicine, oral appliance therapy, bruxism therapy, dental occlusion, and/or medical billing. In the event of a breach or violation by you of this provision of this letter agreement, the non-compete period shall be tolled until such breach or violation has been duly cured.

7. **Non-solicitation.** You agree that, for so long as you are engaged as an administrator, trainer or instructor by AAFE and for two years after your last Workshop for AAFE, you shall not, directly or indirectly, on your own or anyone else's behalf, solicit, attempt to solicit, persuade, entice, induce, or encourage (i) any current or former AAFE attendee, member, mentor, or faculty to terminate or modify their relationship with AAFE, (ii) any individual to terminate or modify such individual's employment or consulting relationship with AAFE, including, if applicable, such individual's status as a trainer or instructor for AAFE, or (iii) any individual who you know or, with the exercise of reasonable diligence, should know attended or participated in any AAFE educational event, including, without limitation, a Workshop, to attend or otherwise participate in any Competitive Educational Event. You further agree that, in the event any AAFE attendee, member, or participant contacts you for any additional instruction or a private course, you will refer such individual to AAFE and you will not provide private instruction to AAFE attendees or participant unless AAFE sponsors and sets up the course or other private instruction under AAFE's name. In the event of a breach or violation by you of this provision of this letter agreement, the non-solicitation period shall be tolled until such breach or violation has been duly cured.
8. **Cancellation.** You hereby acknowledge and agree that AAFE, in its sole and absolute discretion, may cancel any scheduled Workshop or your participation in any scheduled Workshop at any time prior to the scheduled commencement date of such Workshop. AAFE will reimburse you for any travel related non-refundable cancellation fees should AAFE cancel a Workshop only if the travel related reservations were pre-approved by AAFE.
9. **Confidential Information.**

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- (a) You acknowledge that, as a result of your being engaged hereunder to participate in, and to perform services in connection with, one or more Workshops, you shall or may be making use of, acquiring, or adding to confidential information (whether or not marked as such) of a special and unique nature and value relating to such matters as AAFE's "know-how," inventions, discoveries, improvements, formulas, trade secrets, experimental and other techniques, work-in-progress, clinical, educational, and business development plans, clinical trial protocols, systems, programs, procedures, manuals, confidential reports and communications, marketing information, and financial data. You further acknowledge that any information and materials received from third parties in confidence (or subject to nondisclosure or similar covenants) shall be deemed to be, and shall be, confidential information within the meaning of this Section 9. As a material inducement to AAFE to enter into this letter agreement and to engage you as a trainer/instructor for each Workshop, you covenant and agree that you shall not, except with the prior written consent of AAFE, or except if you are acting solely for the benefit of AAFE in connection with AAFE's business and affairs, at any time prior to, during, or following the Workshop, directly or indirectly disclose, divulge, reveal, publish, transfer, or use, for any purpose whatsoever, any confidential information that is obtained by, or disclosed to, you as a result of your performing services for AAFE under this letter agreement.
 - (b) Upon the conclusion of each Workshop, you shall promptly turn over to AAFE all originals and copies that you may have in your possession or control of any and all confidential information of AAFE described in Section 9(a).
10. **Equitable Remedies.** You acknowledge that the covenants, restrictions, and agreements contained in Sections 6, 7, and 9 hereof are necessary for the protection of the business and goodwill of AAFE and are reasonable for such purpose. You agree that any breach of any of said Sections is likely to cause AAFE substantial and irrevocable damage that is difficult to measure. Therefore, in the event of any such breach or threatened breach, you agree that AAFE, in addition to other remedies that may be available, will have the right to obtain an injunction from a court restraining such breach or threatened breach and the right to specific performance of the provisions of said Sections. In that connection, you hereby waive, as a defense to AAFE's obtaining either an injunction against your breach or threatened breach of the provisions of any one or more of Sections 6, 7, and 9 hereof or an order compelling your performance of the provisions of said Sections, that AAFE may obtain monetary damages against you in a court of law that will adequately compensate AAFE for your breach of any one or more of said Sections.
11. **AAFE Membership Website.** All AAFE faculty members are expected to participate in the membership forums on a regular basis.
12. **Use of the AAFE Name and Logo.**

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- (a) All AAFE faculty members in good standing will be allowed to announce and advertise their membership in AAFE subject to, and as governed by, the following guidelines: A “faculty member in good standing” is defined as a faculty member who, by signing and returning to AAFE this agreement, has confirmed such faculty member’s commitment to abide by (i) the terms and conditions of this agreement, (ii) AAFE policies and procedures, as published by AAFE from time to time (and as the same may be revised, at any time and from time to time, by AAFE in its discretion), and (iii) AAFE’s Guidelines for Advertising Membership. Should this agreement terminate for any reason, should you cease to be a faculty member in good standing for any reason, or should you be notified by AAFE that you are no longer affiliated with AAFE, you shall, immediately upon the occurrence of such event, cease to have the right to use the AAFE name and logos in any manner or for any purpose and you must cease all uses of the AAFE name and logos immediately.
- (b) Logos are available from the AAFE Office. The logos provided for use by faculty members may not be altered in any way. The AAFE name and logos may be used only by faculty members in good standing and only exactly as is with no alterations. All faculty members in good standing are welcome to use the AAFE name and logos subject, however, to strict compliance with the following guidelines:
 - (i) Logos stating “Fellow,” “Master,” “General Member,” “Associate Member,” and “Accredited Member” are for use only by faculty members who fall into one or more of those categories.
 - (ii) While use of the AAFE name and logos are permitted in conjunction with publicizing your status as an AAFE faculty member, the advertisement, announcement, or other publication should not imply that AAFE is in any way or to any extent endorsing, sponsoring, recommending, or responsible for your professional practice or the services that you offer to patients.
 - (iii) AAFE’s name should not be set in a type size larger than that used for your or your practice’s own name or names.
 - (iv) Misrepresentations and misleading statements are not permitted. If a faculty member’s representations or statements are determined by AAFE to be false or misleading within thirty (30) days after AAFE becomes informed of the same, AAFE will inform the appropriate licensing body or bodies of the false or misleading statements. In addition, if AAFE becomes aware that an individual who is not a faculty member (whether or not such individual previously held such status) is misrepresenting himself or herself as a faculty member, AAFE will inform the appropriate licensing board(s) of such misrepresentation. The AAFE may, in its discretion, take legal or other action against any person infringing upon its trademarks or copyrights.

- (v) All questions regarding the appropriate use of the AAFE name and logos should be submitted to the AAFE Office for review.
13. **Faculty Training Sessions.** To maintain the high educational standards that all of our faculty members believe in, faculty members are required to participate in faculty training sessions that will include webinars and/or half day live sessions that will occur prior to AAFE events.
14. **Notice of Exception Pursuant to DTSA.** Notwithstanding any other provision in this agreement, and in accordance with the federal Defend Trade Secrets Act, you shall not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Nothing in this agreement is intended to conflict with 18 U.S.C. §1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. §1833(b). For purposes of this Section 14, "trade secret" shall be defined as set forth in 18 U.S.C. §1839(3).
15. **Miscellaneous.**
- (a) This letter agreement represents the entire agreement between you and AAFE relating to the subject matter hereof and may be changed only in a writing signed by both you and AAFE.
- (b) Neither you nor AAFE may assign this letter agreement or any right or obligation hereunder without the prior written consent of the other party. Any such attempted assignment without such consent shall be void.
- (c) No failure of either you or AAFE to enforce any right hereunder in any instance shall be deemed a waiver thereof in the same or any other instance.
- (d) This letter agreement shall be governed by the laws of the State of Ohio without giving effect to the choice or conflicts of laws provisions thereof. Any disputes relating to this agreement will be adjudicated in the state or federal courts located in Cuyahoga County, Ohio. Both parties expressly consent to the exclusive jurisdiction of said courts for any such dispute and hereby expressly agree not to object to such jurisdiction for any reason or to seek any dismissal or transfer of any action relating to this letter agreement brought in such courts.

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- (e) You hereby agree to indemnify AAFE for all costs and expenses, including reasonable attorney's fees, incurred by AAFE in enforcing this letter agreement.
- (f) If any provision of this letter agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed omitted to the extent required by such court and the remainder of this letter agreement shall continue in full force and effect.
- (g) You agree to adhere to the Policy regarding commercial support/conflict of interest that is attached to this agreement and you agree to fill out the Conflict of Interest Declaration attached thereto.

If the foregoing meets with your approval, please sign the enclosed copy of this letter on the line below indicated for your acceptance and return the copy so signed (along with your completed and signed Conflict of Interest Declaration) to the undersigned, thereby constituting this letter a contract between you and AAFE on the foregoing terms.

Very truly yours,

American Academy of Facial Esthetics LLC

By: _____
David Malemacher, CEO

I, Jillian Charles, hereby agree
to the terms and provisions of the foregoing letter.

J Charles _____ 3/13/19
Signature Date

Please fax all 9 pages back to (216) 393-0023.

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